



2005, and also provided a bona fide request for negotiations to establish new interconnection agreements with each of the Golden West Companies.

2. Negotiations of the terms and conditions of new interconnection agreements for the transport and termination of telecommunications traffic exchanged between WWC and each of the Golden West Companies proceeded. On March 30, 2006, the parties executed a letter agreement extending the arbitration window under 47 U.S.C. § 252 to conclude on May 4, 2006.

3. On May 3, 2006, each of the Golden West Companies filed petitions for arbitration (the “Petitions”) before the Commission to arbitrate certain unresolved terms and conditions of proposed interconnection agreements between each of the Golden West Companies and WWC. On May 30, 2006, WWC filed a response (the “Response”) to the Petitions. On June 5, 2006, the Commission entered its Order consolidating the Petitions, and on June 9, 2006, the Commission entered its further Order setting a procedural schedule and hearing.

4. The Golden West Companies are each incumbent local exchange carriers engaged in the provision of telephone exchange service in portions of the State of South Dakota pursuant to certificates of public convenience and necessity granted by the Commission. WWC is a commercial mobile radio service (“CMRS”) provider serving South Dakota.

5. Pursuant to WWC’s request for interconnection, the Golden West Companies have continued to accept telecommunications traffic originated from the WWC network and terminated to the networks of the Golden West Companies after December 31, 2005. However, WWC has failed and continues to fail to make payment of billed amounts for transport and termination of such traffic by the Golden West Companies.<sup>1</sup>

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<sup>1</sup> WWC has made payment to Kadoka Telephone Co. and to Sioux Valley Telephone Company of one of three billings for transport and termination charges for periods subsequent to December 31, 2005, in the respective amounts of \$698.61 and \$1827.47.

6. On May 30, 2006, in its Response, WWC asserted for the first time that WWC is not required to pay for the transportation and termination of traffic after December 31, 2005. In paragraph 26 of the Response WWC states:

**Issue 5: What should be the effective date of the Interconnection Agreement?**

26. The Golden West Companies propose an effective date for these arbitrated agreements as December 31, 2005. Alltel believes the effective date should be the date of final commission approval of the arbitrated agreement. Neither Alltel nor the Golden West Companies requested or is paying interim compensation and neither has sought such as part of the Petition or this Response. Interim compensation is governed by FCC rules. [Footnote cites to 47 C.F.R. §51.715] In this instance, because a timely request for interim compensation was not made and no interim compensation provided, there is no basis to adopt a final rate and apply it retroactively.

7. Based upon WWC's conduct and the above-quoted allegations of the Response, WWC is attempting to establish that the Golden West Companies should not be compensated for the transport and termination of telecommunications traffic originated by WWC during the time frame encompassing the process of negotiating and arbitrating interconnection agreements to supercede the agreements terminated by WWC effective December 31, 2005. This position taken by WWC is contrary to law and applicable equitable principles, and WWC's refusal to pay interim compensation to the Golden West Companies was never raised as an issue during the course of negotiations between the parties or otherwise until the filing of the Response herein.

8. WWC concedes that 47 C.F.R. § 51.715 is applicable in this instance.<sup>2</sup> In accordance with 47 C.F.R. § 20.11(f) and the Federal Communications Commission's decision *In the Matter of Developing a Unified Intercarrier Compensation Regime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, CC Docket 01-92, FCC 05-42 Declaratory Ruling and Report and Order (2005), as more fully

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<sup>2</sup> See, Response at para. 26 (quoted in paragraph 6 of the Motion).

explained in the Memorandum that accompanies this Motion, the Golden West Companies are entitled to interim compensation commencing January 1, 2006 as requested in the Petitions filed herein.<sup>3</sup>

9. In accordance with 47 C.F.R. § 51.715(b)(3), the interim compensation rate for transport in a state in which the state commission has not established transport and termination rates based on forward-looking economic cost studies or on default price ranges set forth in section 51.707, the interim termination rate shall be \$0.004 per minute of use and the interim transport rate shall be established pursuant to section 51.707(b)(2). The total transport and termination rate for each of the Golden West Companies established pursuant to the foregoing rules (as well as for comparison purposes, the total transport and termination rate established pursuant to the interconnection agreements terminated by WWC effective December 31, 2005) are set forth in Exhibit A attached hereto and incorporated herein by this reference.

WHEREFORE, the Golden West Companies respectfully request that the Commission immediately order WWC to pay interim compensation for the transport and termination of telecommunications traffic originated by WWC and terminated on the networks of the Golden West Companies at the rates set forth in Exhibit A hereto calculated pursuant to 47 C.F.R. § 51.715(b)(3) from January 1, 2006, to the date on which the Commission approves the parties' executed interconnection agreements in accordance with Section 252(e) of the Act, and to take such other and further actions as it deems necessary and appropriate in the premises.

DATED this 16th day of June 2006.

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<sup>3</sup> See, Petitions, Request for Relief, para. C.

Respectfully submitted,

Armour Independent Telephone Company, Bridgewater-  
Canistota Telephone Company, Golden West  
Telecommunications Cooperative, Inc., Kadoka  
Telephone Company, Sioux Valley Telephone Company,  
Union Telephone Company, and Vivian Telephone  
Company (collectively the "Golden West Companies")

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**CERTIFICATE OF SERVICE**

On this 16th day of June, 2006, true and correct copies of the foregoing were transmitted to Talbot Wiczorek, of Gunderson, Palmer, Goodsell & Nelson, LLP, 440 Rushmore Road, Rapid City, SD 57701 via email to [tjw@gpgnlaw.com](mailto:tjw@gpgnlaw.com) and to Stephen B. Rowell, Mailstop 1269 B5-F11-C, One Allied Drive, Little Rock, AR 72202, legal counsel for WWC License L.L.C. via email at [Stephen.B.Rowell@alltel.com](mailto:Stephen.B.Rowell@alltel.com), Rolayne Wiest of the South Dakota Public Utilities Commission via email at [Rolayne.Wiest@state.sd.us](mailto:Rolayne.Wiest@state.sd.us) and Sara Greff of the South Dakota Public Utilities Commission via email at [Sara.Greff@state.sd.us](mailto:Sara.Greff@state.sd.us), by email.

Meredith A Moore  
One of the Attorneys for Plaintiffs

**EXHIBIT A**

**Interim Compensation Rates**

<b>Company</b>	<b>47 C.F.R. §51.715(b)(3) Interim Rate</b>			<b>Rate From Interconnection Agreement Terminated 12-31-05</b>
	<b>Transport</b>	<b>Termination</b>	<b>Total</b>	<b>Total Rate</b>
Armour	\$0.0097	\$0.0040	\$0.0137	\$0.009
Bridgewater	0.0129	0.0040	0.0169	0.020
Golden West	0.0157	0.0040	0.0197	0.009
Kadoka	0.0072	0.0040	0.0112	0.029
Sioux Valley	0.0115	0.0040	0.0155	0.007
Union	0.0119	0.0040	0.0159	0.009
Vivian	0.0156	0.0040	0.0196	0.009